

Geoffrey D. Ferrer, Esq.  
Christopher Raleigh, Esq.  
COZEN O'CONNOR  
45 Broadway  
New York, NY 10006

Attorneys for Plaintiff,  
HOVENSA L.L.C.

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

HOVENSA L.L.C.,

Plaintiff,

v.

KRISTENSONS-PETROLEUM, INC.,

Defendant.

Civil Action No:

**COMPLAINT**

Plaintiff HOVENSA L.L.C. ("HOVENSA"), by its attorneys, Cozen O'Connor, for its complaint against Kristensons-Petroleum, Inc. ("KPI"), alleges as follows:

1. All and singular, the following premises are true and constitute an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.
2. This Court also has diversity jurisdiction pursuant to 28 U.S.C. §1332, insofar as this action is between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

3. At all relevant times, plaintiff HOVENSA was and is a limited liability corporation organized and existing under the laws of the United States Virgin Islands with an office and place of business at One Estate Hope, Christiansted, St. Croix, U.S. Virgin Islands 00820.

4. Upon information and belief, defendant, KPI, was and is a company organized and existing under the laws of New Jersey with a place of business located at 21 East Front Street, Suite 300, Red Bank, New Jersey 07701.

5. This Court has *in personam* jurisdiction over KPI, insofar as the company has a place of business in the State of New Jersey.

#### **CAUSE OF ACTION**

6. KPI is engaged in the business of buying and selling bunkers and regularly purchases bunkers from HOVENSA, pursuant to the terms and conditions annexed hereto as Exhibit A, for delivery to ocean vessels which call at St. Croix.

7. On November 25, 2011, KPI issued a nomination to HOVENSA for the purchase of 2,294 barrels of a heavy fuel oil known as 380cst (“the Bunkers”) for delivery to the M/T COMMENCEMENT (the “Vessel”), at a price of \$105.00 per barrel, payable by KPI against HOVENSA’s invoice, 30 days from the date of delivery. A true and accurate copy of the nomination is annexed hereto as Exhibit B.

8. HOVENSA thereafter agreed to sell KPI the Bunkers and, at KPI’s request, made delivery of the Bunkers to the Vessel on November 27, 2011 while it was berthed at HOVENSA’s marine terminal in St. Croix.

9. On November 27, 2011, the Vessel acknowledged receipt of the Bunkers. A true and accurate copy of the Bunker Oil Receipt which was executed by the Chief Engineer on behalf of the Vessel is annexed hereto as Exhibit C.

10. On November 27, 2011, HOVENSA issued an invoice in the amount of \$242,121.60 to KPI, pursuant to which KPI promised to pay to HOVENSA the amount set forth in the invoice for the Bunkers by wire transfer within 30 days of delivery. A true and accurate copy of the invoice issued by HOVENSA to KPI is annexed hereto as Exhibit D.

11. Payment of the sum of \$242,121.60, though due and owing to HOVENSA on or before December 27, 2011, has not been made although duly demanded.

12. By reason of the premises, there is justly due and owing to plaintiff HOVENSA L.L.C. from defendant KPI the sum of \$242,121.60, interest at the prime lending rate from December 27, 2011 until the date of payment, and the costs of this suit, including reasonable attorneys' fees.

WHEREFORE, plaintiff, HOVENSA L.L.C. respectfully demands judgment and prays as follows:

- 1) That process in due form of law may issue against defendant, Kristensons-Petroleum, Inc., citing it personally to appear and answer all and singular the matters aforesaid;
- 2) That this Court shall pronounce judgment in favor of plaintiff HOVENSA L.L.C. against defendant, Kristensons-Petroleum, Inc. for its damages in the amount of \$242,121.60, with interest, costs and the disbursements of this action together with reasonable attorneys' fees; and,

3) That this Court award plaintiff HOVENSA L.L.C. such other and further relief that this Court deems just and proper.

Dated: May 16, 2012

COZEN O'CONNOR  
Attorneys for Plaintiff,  
HOVENSA L.L.C.

By:

  
Geoffrey D. Ferrer, Esq.  
Christopher Raleigh, Esq.  
45 Broadway, 16<sup>th</sup> Floor  
New York, New York 10006  
Tel. No.: (212) 509-9400

NEWYORK\_DOWNTOWN\2459643\1 316313.000